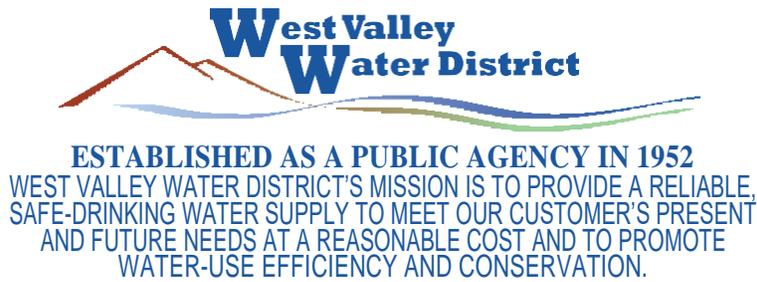


BOARD OF DIRECTORS

Channing Hawkins
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Michael Taylor
Director
Dr. Clifford O. Young, Sr.
Director
Greg Young
Director



ADMINISTRATIVE STAFF

Shamindra K. Manbahal
General Manager
Van M. Jew
*Assistant General Manager
Operations & Engineering*
Haydee M. Sainz
Human Resources/Risk Manager
Peggy Asche
Board Secretary

September 7, 2021

Environmental Public Works Agency
Planning Department
385 N Arrowhead Avenue
San Bernardino, CA 92415-0182

Re: Domestic Water Service – APN: 175-180-012 & 16

The purpose of this letter is to inform the Applicant that the West Valley Water District ("District") is capable of providing water service to the proposed project referenced above. Water Service will be made available to the above referenced project subject to the following terms and conditions:

1. This Will Serve Letter shall expire one year from the date of this letter. Upon expiration, the Applicant must submit a new request for a new Will Serve Letter to the District for review and consideration.
2. The initiation of water service to the proposed project referenced above shall be contingent upon the "availability of water" as determined by the District at its sole discretion and in accordance with the prevailing rules, regulations and ordinances of the District in effect at the time that water service is scheduled to commence. In addition, the District shall not be responsible for conditions that are beyond the District's control such as acts of God, federal, state or county regulatory agency requirements or decisions, or legal actions initiated by others.
3. The Applicant must comply with all of the rules, regulations and policies of the District as they presently exist and as they are amended from time to time including but not limited to the payment of all fees and charges.
4. Applicant shall construct and convey, at no cost to the District, domestic water facilities needed as determined by the District at its sole discretion to provide service to the proposed project referenced above in order to maintain the District's ability to meet water demands, storage and fire flow requirements. Such facilities include, but are not limited to, storage reservoirs, pump stations, pipelines and offsite pipeline extensions. All of the terms and conditions concerning said construction shall be the subject of a separate agreement (e.g. a "Development Agreement"). This Will Serve Letter is contingent upon the District and Applicant executing a "Development Agreement."
5. Prior to construction or alteration to the District's existing facilities, Applicant shall prepare and submit to the District for approval, detailed construction plans showing proposed new facilities, extensions and modifications to the District's existing facilities in accordance with current District design standards.

6. Prior to the approval of construction plans by the District, Applicant shall pay to the District appropriate Plan Check and Inspection Fees as determined by the District.
7. Depending on the circumstances and at the sole determination of the District, the District may procure consulting engineering services to verify the ability of the existing water systems to meet the demands of proposed developments in the form of a hydraulic analysis. The costs of such services shall be added to the plan check and inspection fees referenced in item no. 6 above, all of which are due and payable prior to the District's approval of construction plans.
8. Prior to the approval of construction plans, Applicant shall prepare and procure easements, rights of way, and any other instruments necessary in order to complete the dedication of facilities to the District. Said instruments shall be prepared subject to the District's approval and shall be prepared and executed at no cost to the District.
9. Applicant shall pay to the District appropriate Capacity Charges as stated in the District's water service regulations. Depending on the circumstances, the District's regulations provide for the payment of certain charges by Applicant and said charges are subject to change. Receipt of all applicable charges are due and payable prior to the initiation of water service pursuant to this Will Serve Letter.
10. All rights, privileges, and conditions of this Will Serve Letter are made to Applicant and are not assignable or transferable to another person/entity or parcel. The District reserves the right to impose further requirements, which it deems appropriate.
11. This Will Serve Letter is a letter of intent only. There is no legally binding or enforceable contract between the parties pertaining to the subject matter of this letter, and statements of intent or understanding in this letter do not constitute an offer, acceptance or legally binding agreement and do not create any rights or obligations for or on the part of the parties pertaining to the subject matter of this letter.

Should you have any questions, please contact the undersigned.

Sincerely,

Bertha Perez, P.E.
Senior Engineer
West Valley Water District